

CITY OF GOLDEN ~ COMMUNITY GARDEN PROGRAM

ADVISEMENT OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:

Please read this Advisement of Risk, Release of Liability and Indemnification Agreement (“Agreement”) carefully and be aware that by your participation in this Community Garden Program you are advised of and assume the risks that you may experience as a result of participating in this Program.

The Community Garden Program is an activity in which, despite preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of personal and bodily injury, sickness, disease, death, property loss or damage, such as the following. This list is by no means exhaustive, but includes: Muscle strain and other muscle or soft tissue injuries, Foot problems or foot injury, Heat stroke or heat exhaustion, Other bodily injury.

I understand the inherent risks of injury, illness, and bodily harm, from my participation in the Community Garden Program, including my potential exposure to COVID-19 or a variant of the virus that causes COVID-19, and I freely, voluntarily, and with full knowledge, specifically and expressly assume all such risks. I do hereby further waive, exempt and release the City of Golden, its officers and employees from any and all claims, actions or demands for any injury, loss or damage arising out of my participation in the Community Garden Program, whether or not caused by the act, omission, negligence or fault of the City or its officers and employees.

I further agree to indemnify, hold harmless, and defend the City of Golden and its officers and employees from any and all claims, demands or actions resulting from injuries, damages, or losses arising out of, connected with, or in any way associated with the activities of the Community Garden Program.

I understand and acknowledge that the City of Golden, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24- 10-101 et seq., as amended, or otherwise available to the City of Golden, its officers, or its employees.

I understand and agree that this Agreement is contractual, not a mere recital, and shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of Jefferson County, Colorado. I further agree that if any portion of this Agreement is held invalid that the remainder shall continue in full force and effect and that this Agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns and transferees.

Photographs, digital images, or videotape of program participants and spectators may be used for future promotional or marketing material.

I have read and fully understand the above, and I am signing this Agreement of my own free will and without coercion. I intend for this document to be legally binding.

Signature

Date

Name

IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE REQUIRED:

By signing this agreement, I acknowledge that I am the parent of the participant listed in this agreement, and, as provided in C.R.S. § 13-22-107(2)(b), I do hereby waive and release any prospective claim of the participant against the City of Golden, its officers, and its employees for negligence in connection with the above-described activities to the extent provided by Colorado law.

Participant Name

Parent/Guardian Signature

Date

Name